

**STATE OF MISSOURI
MISSOURI BOARD OF PHARMACY**

IN RE:)	
)	
JOHN C. DEARDEUFF)	Complaint No. 2014-005624 and
License No. 042037)	Complaint No. 2015-003540
8859 Rock Forest Drive)	
St. Louis, MO 63123)	

**SETTLEMENT AGREEMENT BETWEEN
THE MISSOURI BOARD OF PHARMACY AND JOHN C. DEARDEUFF**

Come now John C. Deardeuff, R. Ph. ("Respondent" or "Licensee") and the Missouri Board of Pharmacy ("Board" or "Petitioner") and enter into this Settlement Agreement for the purpose of resolving the question of whether Respondent's license to practice pharmacy will be subject to discipline.

Pursuant to the terms of Section 536.060, RSMo, the parties hereto waive the right to a hearing by the Administrative Hearing Commission of the State of Missouri and, additionally, the right to a disciplinary hearing before the Board under Section 621.110, RSMo, and stipulate and agree that a final disposition of this matter may be effectuated as described below.

Respondent acknowledges that he understands the various rights and privileges afforded him by law, including the right to a hearing of the charges against him; the right to appear and be represented by counsel; the right to have all charges against him proven upon the record by competent and substantial evidence; the right to cross-examine any witnesses appearing at the hearing against him; the right to a decision upon the record by a fair and impartial administrative hearing commissioner concerning the charges pending against him and, subsequently, the right to a disciplinary hearing before the Board at which time he may present evidence in mitigation of discipline; and the right to recover attorney's fees incurred in defending this action against his license. Being aware of these rights provided him by operation of law, Respondent knowingly and

voluntarily waives each and every one of these rights and freely enters into this Settlement Agreement and agrees to abide by the terms of this document as they pertain to him.

Respondent acknowledges that he has received a copy of the draft Complaint to be filed with the Administrative Hearing Commission, the investigative report, and other documents relied upon by the Board in determining there was cause for discipline against Respondent's license.

For the purpose of settling this dispute, Respondent stipulates that the factual allegations contained in this Settlement Agreement are true and stipulates with the Board that Respondent's license to practice pharmacy, numbered 042037, is subject to disciplinary action by the Board in accordance with the provisions of Chapter 621 and Chapter 338, RSMo.

JOINT STIPULATION OF FACTS

1. The Board is an agency of the State of Missouri created and established pursuant to Section 338.140, RSMo¹, for the purpose of executing and enforcing the provisions of Chapter 338, RSMo.

2. John C. Deardeuff ("Respondent") is licensed as a pharmacist under the laws of the State of Missouri, License No. 042037. Respondent's license was at all times relevant herein current and active.

3. At all times relevant hereto, Respondent was employed as a relief pharmacist at Bloomsdale Pharmacy, 255 Boderman Lane, Suite 1E, Bloomsdale, Missouri, 63627 (the "Pharmacy").

4. On or about June 19, 2015, the Board was notified by the Pharmacist-in-Charge of the Pharmacy (the "PIC") that Respondent was seen by a pharmacy technician taking and

¹ All statutory references are to the Revised Statutes of Missouri (Supp. 2013) unless otherwise indicated.

consuming Ranitidine² tablets from a pharmacy stock bottle during his shift at the Pharmacy on June 14, 2015.

5. Video surveillance of the Pharmacy taken at 10:56 am on June 14, 2015 shows Respondent taking medication out of a stock bottle into his hand and putting it into his pocket.

7. On or about October 27, 2015, Respondent admitted to having taken on June 14, 2015, 100 tablets of Methotrexate⁴ 2.5 mg for his wife and two (2) tablets of Ranitidine 150 mg which he consumed while working at the Pharmacy.

8. Respondent has not seen a physician nor been prescribed medication in the two (2) years prior to January 12, 2016.

Failure to properly dispense legend drugs

9. By failing to properly affix labels to legend drugs Methotrexate and Ranitidine he dispensed to himself and his wife, Respondent violated § 338.059.1, RSMo, which states:

1. It shall be the duty of a licensed pharmacist or a physician to affix or have affixed by someone under the pharmacist's or physician's supervision a label to each and every container provided to a consumer in which is placed any prescription drug upon which is typed or written the following information:

- (1) The date the prescription is filled;
- (2) The sequential number or other unique identifier;
- (3) The patient's name;
- (4) The prescriber's directions for usage;
- (5) The prescriber's name;
- (6) The name and address of the pharmacy;
- (7) The exact name and dosage of the drug dispensed;

² Ranitidine is a legend drug used to treat ulcers of the stomach and intestines as well as other stomach and throat problems.

⁴ Methotrexate is a legend drug used to treat certain types of cancer and to treat severe psoriasis and rheumatoid arthritis.

10. Respondent unlawfully dispensed legend drugs Methotrexate and Ranitidine to himself and to his wife in failing to present lawful prescriptions to the Pharmacy in accordance with 20 CSR § 2220-2.018 which states:

(1) To be valid for purposes of dispensing, a prescription shall conform to all requirements of sections 338.056 or 338.196, RSMo, and shall contain the following information:

(A) The date of prescribing;

(B) The name of the patient(s), or if an animal, species and owner's name;

(C) The prescriber's name, if an oral prescription, or written or electronic signature if a written, faxed, or an electronically transmitted prescription. Electronic signatures shall comply with all applicable provisions of 20 CSR 2220-2.085;

(D) Name, strength and dosage of drug, device or poison prescribed and the directions for use;

(E) The number of refills, if applicable;

(F) The quantity prescribed in weight, volume, or number of units;

(G) An indication of whether generic substitution has been authorized by the prescriber, as required by section 338.056, RSMo;

(H) Any change or alteration made to the prescription dispensed based on contact with the prescriber to show a clear audit trail. This shall include, but is not limited to, a change in quantity, directions, number of refills, or authority to substitute a drug;

(I) The address of the prescriber and the patient when the prescription is for a controlled substance;

(J) The prescriber's Drug Enforcement Administration (DEA) number when the prescription is for a controlled substance; and

(K) Controlled substance prescriptions shall also comply with all requirements of federal and state controlled substance laws.

Improper recordkeeping

11. According to 20 CSR § 2220-2.080:

(1) In lieu of a non-electronic (manual) record-keeping system, a pharmacy may elect to maintain an electronic data processing (EDP) record keeping-system. All information concerning the compounding, dispensing, or selling by a pharmacy of any drug, device, or poison pursuant to a lawful prescription which is entered into an EDP system at any pharmacy shall be entered only by a licensed pharmacist or by a technician or intern pharmacist under the direct supervision and review of a licensed pharmacist. Prior to dispensing, a pharmacist shall personally verify the accuracy of prescription data entered into the EDP for each original prescription. The EDP system shall comply with all applicable state and federal controlled substance laws and regulations.

(2) EDP systems shall comply with the requirements of section 338.100, RSMo, and shall be capable of storing and retrieving the following information concerning the original filling or refilling of any prescription:

- (A) A unique, sequential prescription label number;
- (B) If applicable, a unique readily retrievable identifier;
- (C) Date the prescription was prescribed;
- (D) The date the prescription was initially filled and the date of each refill;
- (E) Patient's full name, or if an animal, the species and owner's name;
- (F) Patient's address or animal owner's address when a prescription prescribes a controlled substance;
- (G) Prescriber's full name;
- (H) Prescriber's address and Drug Enforcement Administration (DEA) number when a prescription specifies a controlled substance;
- (I) Name, strength and dosage of drug, device or poison dispensed and any directions for use;
- (J) Quantity originally dispensed;
- (K) Quantity dispensed on each refill;
- (L) Identity of the pharmacist responsible for verifying the accuracy of prescription data prior to dispensing on each original prescription;
- (M) Identity of the pharmacist responsible for reviewing the final product prior to dispensing on each original and refill prescription, if different from the pharmacist verifying prescription data;
- (N) The number of authorized refills and quantity remaining;
- (O) Whether generic substitution has been authorized by the prescriber;
- (P) The manner in which the prescription was received by the pharmacy (e.g., written, telephone, electronic, or faxed); and
- (Q) Any other change or alteration made in the original prescription based on contact with the prescriber to show a clear audit trail. This shall include, but is not limited to, a change in quantity, directions, number of refills, or authority to substitute a drug.

(3) The information specified in section (2) shall be required and recorded in the EDP system prior to dispensing by a pharmacist or pharmacy.

12. Respondent violated 20 CSR § 2220-2.080(3) by dispensing legends drugs Methotrexate and Ranitidine to himself and his wife without requiring and recording prescriptions for those drugs at the Pharmacy.

Misbranding

13. Section 196.015(1)-(2), RSMo prohibits misbranding of drugs in the State of Missouri, to wit:

The following acts and the causing thereof within the state of Missouri are hereby prohibited:

- (1) The manufacture, sale, or delivery, holding or offering for sale of any food, drug, device, or cosmetic that is adulterated or misbranded;
- (2) the adulteration or misbranding of any food, drug, device, or cosmetic;

14. Misbranding of a drug under Missouri law is defined in § 196.100.1, RSMo, which states in pertinent part:

1. Any manufacturer, packer, distributor or seller of drugs or devices in this state shall comply with the current federal labeling requirements contained in the Federal Food, Drug and Cosmetic Act, as amended, and any federal regulations promulgated thereunder. Any drug or device which contains labeling that is not in compliance with the provisions of this section shall be deemed misbranded.

15. A legend drug is misbranded under 21 U.S.C. §353(b)(1) of the Federal Food, Drug and Cosmetic Act, as amended, under the following circumstances:

(b) Prescription by physician; exemption from labeling and prescription requirements; misbranded drugs; compliance with narcotic and marihuana laws

(1) A drug intended for use by man which –

(A) because of its toxicity or other potentiality for harmful effect, or the method of its use, is not safe for use except under the supervision of a practitioner licensed by law to administer such drug; or

(B) is limited by an approved application under section 355 of this title to use under the professional supervision of a practitioner licensed by law to administer such drug;

shall be dispensed only (i) upon a written prescription of a practitioner licensed by law to administer such drug, or (ii) upon an oral prescription of such practitioner which is reduced promptly to writing and filed by the pharmacist, or (iii) by refilling any such written prescription if such refilling is authorized by the prescriber either in the original prescription or by oral order which is reduced promptly to writing and filed by the pharmacist. The act of dispensing a drug contrary to the provisions of this paragraph shall be deemed to be an act which results in the drug being misbranded while held for sale.

16. Federal law also prohibits:

(a) The introduction or delivery for introduction into interstate commerce of any . . . drug . . . that is adulterated or misbranded.

(b) The adulteration or misbranding of any . . . drug . . . in interstate commerce.

21 U.S.C. § 331(a)-(b).

17. Respondent's unauthorized dispensing of legend drug Methotrexate to his wife without a valid prescriptions is misbranding in violation of §§ 196.100, .015, RSMo, and 21 U.S.C. §§ 331, 353.

JOINT CONCLUSIONS OF LAW

18. Respondent's conduct is cause for disciplinary action against his license to practice pharmacy under § 338.055.2(5), (6), (13) and (15), which provides:

2. The board may cause a complaint to be filed with the administrative hearing commission as provided by chapter 621, RSMo, against any holder of any certificate of registration or authority, permit or license required by this chapter or any person who has failed to renew or has surrendered his or her certificate of registration or authority, permit or license for any one or any combination of the following causes:

* * *

(5) Incompetence, misconduct, gross negligence, fraud, misrepresentation or dishonesty in the performance of the

functions or duties of any profession licensed or regulated by this chapter;

(6) Violation of, or assisting or enabling any person to violate, any provision of this chapter, or of any lawful rule or regulation adopted pursuant to this chapter;

* * *

(13) Violation of any professional trust or confidence;

* * *

(15) Violation of the drug laws or rules and regulations of this state, any other state or the federal government.

19. Cause exists to discipline Respondent under section 338.055.2(5), RSMo in that Respondent's conduct as alleged herein constitutes incompetency, misconduct, gross negligence, dishonesty, fraud and/or misrepresentation in the performance of the functions or duties of a licensed pharmacist.

20. Cause exists to discipline Respondent under section 338.055.2(6), RSMo in that Respondent's conduct as alleged herein violated and caused the Pharmacy to violate provisions of Chapter 338, and rules and regulations adopted thereunder.

21. Cause exists to discipline Respondent under section 338.055.2(13), RSMo in that Respondent's conduct as alleged herein constitutes a violation of professional trust or confidence.

22. Cause exists to discipline Respondent under section 338.055.2(15), RSMo in that Respondent's conduct as alleged herein constitutes a violation of the drug laws or rules and regulations of this state and the federal government.

JOINT AGREED DISCIPLINARY ORDER

A. Based upon the foregoing, the parties mutually agree and stipulate that the following shall constitute the disciplinary order entered by the Board in this matter under the authority of §621.045.4(3), RSMo. Respondent's pharmacist license, number 045182 shall be placed on **PROBATION for a period of TWO (2) YEARS** ("disciplinary period"). The terms of discipline shall be:

The following terms apply for the entire disciplinary period.

1. Respondent shall comply with all applicable provisions of Chapter 338, Chapter 195, Chapter 196 and all applicable federal and state pharmacy/drug laws and regulations and all federal and state criminal laws. "State" here includes the State of Missouri and all other states and territories of the United States.
2. Respondent shall not serve as pharmacist-in-charge or manager-in-charge of any entity licensed or regulated by the Board, or as a preceptor for pharmacy interns or as a teaching member of any school or college of pharmacy. Additionally, Respondent shall not serve as a consultant required by a Board disciplinary order for any pharmacy/drug distributor.
3. Respondent shall keep the Board apprised of his current home, electronic mail (e-mail) and work addresses and telephone numbers. Respondent shall notify the Board of any change in Respondent's employer or Respondent's home or work address within ten (10) days of such change in a manner approved by the Board. For employer/work changes, Respondent's notification shall include the reasons for the change. If at any time Respondent is employed by a temporary employment agency or maintains employment that requires frequent daily or weekly changes of work location she must provide the Board a list of locations worked if requested by the Board or Board's representative.
4. If Respondent's license expires or becomes void/invalid, upon renewal or reapplication, Respondent's license shall be subject to all terms and conditions of discipline not previously satisfied, including any remaining suspension/probationary period.
5. Respondent shall cooperate with the Board's monitoring and investigation of Respondent's compliance with the terms and conditions of this Settlement Agreement. Respondent shall make himself available for personal interviews to be conducted by a member of the Board or the Board of Pharmacy staff. Said meetings shall be at the Board's discretion and may occur periodically during the disciplinary period.
6. Respondent shall respond to any written inquiry of the Board and provide any requested documentation/records within three (3) days of receipt of a written request from the

Board or the Board's authorized designee, or as otherwise requested by the Board/Board designee.

7. If requested by the Board, Respondent shall submit to a criminal history background check via the Board's approved vendor at Respondent's cost. Unless otherwise directed by the Board, Respondent shall submit the required fingerprints and undergo the requested criminal history background check within ten (10) days of the Board's request.
8. Respondent shall submit to any drug, alcohol or urinalysis testing requested by the Board, at Respondent's cost. Testing may be conducted on any human sample, including, but not necessarily limited to, urine, blood, breath, hair, nails, skin or saliva. The timing, manner and scheduling for testing is within the Board's sole discretion.
9. Respondent shall report any of the following occurrences to the Board, in writing, within seventy-two (72) hours of such occurrence:
 - a. Any arrest or issuance of a criminal complaint;
 - b. Any municipal/local arrest, citation or complaint relating to drugs, theft, shoplifting, burglary, possession of drug paraphernalia, driving or operating a motor vehicle under the influence/while intoxicated or illegally possessing, selling or purchasing alcohol, any drug or drug paraphernalia;
 - c. A finding or plea of guilty or nolo contendere in any state or federal criminal proceeding to any criminal complaint, information or indictment, including, but not limited to, any deferred or diverted adjudication, order or agreement;
 - d. A conviction of any crime, including, but not limited to, any Suspended Imposition of Sentence ("SIS") or Suspended Execution of Sentence ("SES");
 - e. A finding by a court that Respondent has violated any term of her criminal probation/parole;
 - f. Any discipline, citation, or other administrative action filed or taken against Respondent by any state board/committee of pharmacy, or any other state or federal agency.

Failure to timely report any of the foregoing occurrences shall be considered a disciplinary violation.

10. If Respondent is currently or begins serving any period of criminal probation/parole, Respondent shall provide the name of her probation/parole officer to the Board, in writing, within ten (10) days of the effective date of this Agreement or within ten (10) days of the designation of a probation/parole officer. If Respondent's probation/parole officer is changed for any reason, Respondent shall submit the name of the replacement officer to the Board within ten (10) days of the change/modification. Respondent shall execute a release authorizing her probation or parole officer to provide to the Board any information relating to Respondent's probation or parole. Respondent shall maintain the release in effect and shall provide an updated release if requested by the Board.

11. Respondent shall file a "Disciplinary Compliance Report" with the Board in a form/manner approved by the Board. The Disciplinary Compliance Report shall be due by January 1 and July 1 of each calendar year. Respondent's final Disciplinary Compliance Report shall be filed no later than ninety (90) days before the end of the probationary period.
12. Respondent's failure to comply with any condition of discipline set forth herein constitutes a violation of this Agreement.
13. The parties to this Agreement understand that the Board of Pharmacy will maintain this Agreement as an open record of the Board as provided in Chapters 324, 338, 610, RSMo.

NOTICE TO EMPLOYERS

14. If applicable, Respondent shall notify any employer of the employer's need to apply for and receive the necessary state (misdemeanor/felony) and federal (felony) waivers from the Bureau of Narcotics and Dangerous Drugs and the Drug Enforcement Administration in order to be employed within a facility that maintains state or federal registrations for the purpose of storing, distributing or dispensing controlled substances.
15. Except as otherwise provided herein, "Employment" within the meaning of this Agreement shall include any full-time, part-time, temporary, relief or pharmacy management service as a pharmacist or any position for which a pharmacist license, pharmacy intern license or pharmacy technician registration is a requirement or criterion for employment, regardless of whether Respondent is an employee, independent contractor, volunteer, instructor or consultant. "Employment" shall also include any entity where legend drugs are stored, sold, dispensed or distributed.
16. Respondent shall notify any current or future employers of this action by providing a copy of this Settlement Agreement to the pharmacist-in-charge or manager-in-charge of any pharmacy or drug distributorship where Respondent is employed, on or before the effective date of discipline or prior to accepting any offer of employment.
 - a. If Respondent is not or will not be employed by a pharmacy or drug distributor, the notice shall be provided to Respondent's direct supervisor at Respondent's current/prospective place of employment, as defined herein, within the timeframes required by this section.
 - b. For purposes of this Agreement, a pharmacy shall also include, but is not limited to, any location providing pharmacy services for inpatients of a licensed hospital or residents of a long term care facility.
17. Respondent shall cause the pharmacist-in-charge, manager-in-charge or supervisor to sign a written acknowledgment on a form approved by the Board indicating that he/she has received and reviewed the Settlement Agreement and the terms and conditions imposed thereby. The written acknowledgement shall be signed and dated by the applicable pharmacist-in-charge, manager-in-charge or supervisor and shall be submitted

to the Board by Respondent for verification within ten (10) days of the dated signature. Respondent shall be responsible for ensuring the required signed acknowledgments are timely submitted to the Board.

18. If at any time Respondent is employed by a temporary employment agency, Respondent must provide each employment agency a copy of this Settlement Agreement prior to being assigned to a temporary employment site. Respondent shall also provide a copy of the Settlement Agreement to each pharmacist-in-charge or manager-in-charge of each pharmacy or drug distributor where Respondent is assigned to work. If the pharmacist-in-charge or manager-in-charge is not present at the employment site, a copy of the Settlement Agreement shall be left at the applicable site for the pharmacist-in-charge/manager-in-charge to review. Respondent shall provide an accurate listing of all employment/work sites where Respondent has been assigned if requested by the Board or the Board's authorized designee.
19. Licensee shall execute any release or provide any authorization necessary for the Board to obtain records of Respondent's employment during the period covered by this Settlement Agreement.

CONTINUING EDUCATION

20. Within three (3) months of the effective date of this Settlement Agreement, Respondent shall take and pass the Board approved Pharmacy Practice Guide Continuing Education Examination, if available. Respondent shall register and complete the required examination via the Board's website or as otherwise requested by the Board.
21. Respondent shall take a minimum of 6.0 continuing education (0.60 CEUs) hours in pharmacy law during each biennial pharmacist renewal period that is completed while Respondent is on discipline. The continuing education required by this section shall comply with 20 CSR 2220-7.080 and may be used to satisfy the licensee's biennial continuing education requirement. Proof of compliance with the continuing education requirements of this section shall be submitted to the Board on or before October 31st of each biennial pharmacist renewal period.
22. Respondent shall not be personally involved in any aspect of a pharmacy's processing, dispensing, or billing of any prescription for himself or any family member, including, but not limited to, recording any telephone prescription or verbal refill authorization.
23. Respondent shall undergo periodic drug testing/urinalysis as requested by the Board or FirstLab, at Respondent's cost. Testing may be conducted on any human sample, including, but not necessarily limited to, urine, blood, breath, hair, nails, skin or saliva. The timing, manner and scheduling for testing shall be within the Board's sole discretion.
24. Respondent shall surrender his Medication Therapy Services ("MTS") certificate for the duration of the disciplinary term.

B. Upon the expiration of said discipline, Respondent's license as a pharmacist in Missouri shall be fully restored if all other requirements of law have been satisfied; provided, however, that in the event the Board determines that Respondent has violated any term or condition of this Agreement, the Board may, in its discretion, after an evidentiary hearing, vacate and set aside the discipline imposed herein and may suspend, revoke or otherwise lawfully discipline Respondent.

C. If the Board determines that Respondent has violated a term or condition of this Settlement Agreement, which violation would also be actionable in a proceeding before the Administrative Hearing Commission or the circuit court, the Board may elect to pursue any lawful remedies or procedures afforded it and is not bound by this Settlement Agreement in its determination of appropriate legal actions concerning that violation. If any alleged violation of this Settlement Agreement occurred during the disciplinary period, the Board may choose to conduct a hearing before it either during the disciplinary period, or as soon thereafter as a hearing can be held to determine whether a violation occurred and, if so, it may impose further discipline. The Board retains jurisdiction to hold a hearing to determine if a violation of this Settlement Agreement has occurred.

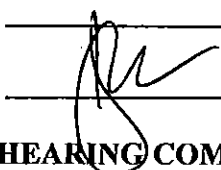
D. No order shall be entered by the Board pursuant to the preceding paragraph of this Agreement without notice and an opportunity for hearing before the Board in accordance with the provisions of Chapter 536, RSMo.

E. The terms of this Settlement Agreement are contractual, legally enforceable, and binding, not merely recital. Except as otherwise contained herein, neither this settlement agreement nor any of its provisions may be changed, waived, discharged, or terminated, except by

an instrument in writing signed by the party against whom the enforcement of the change, waiver, discharge, or termination is sought.

F. Respondent, together with his heirs and assigns, and his attorneys, do hereby waive and release, acquit and forever discharge the Board, its respective members and any of its employees, agents, or attorneys, including any former board members, employees, agents, and attorneys, of, or from, any liability, claim, actions, causes of action, fees, costs and expenses, and compensation, including but not limited to, any claims for attorney's fees and expenses, including any claims pursuant to Section 536.087, RSMo, or any claim arising under 42 U.S.C. § 1983, which may be based upon, arise out of, or relate to any of the matters raised in this litigation, or from the negotiation or execution of this Settlement Agreement. The parties acknowledge that this paragraph is severable from the remaining portions of this Settlement Agreement in that it survives in perpetuity even in the event that any court of law deems this Settlement Agreement or any portion thereof void or unenforceable.

**RESPONDENT, AS EVIDENCED BY THE INITIALS ON THE APPROPRIATE
LINE,**

	REQUESTS
	DOES NOT REQUEST

**THE ADMINISTRATIVE HEARING COMMISSION TO DETERMINE IF THE FACTS
SET FORTH HEREIN ARE GROUNDS FOR DISCIPLINING RESPONDENT'S
LICENSE.**

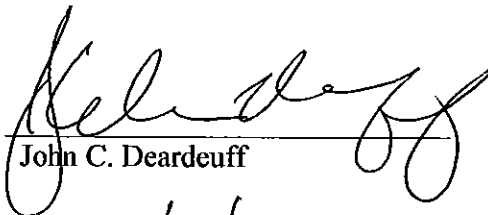
If Respondent has requested review, Respondent and Board jointly request that the Administrative Hearing Commission determine whether the facts set forth herein are grounds for disciplining Respondent's license and issue findings of fact and conclusions of law stating that the

facts agreed to by the parties are grounds for disciplining Respondent's license. Effective fifteen (15) days from the date the Administrative Hearing Commission determines that the Settlement Agreement sets forth cause for disciplining Respondent's license, the agreed upon discipline set forth herein shall go into effect.

If Respondent has not requested review by the Administrative Hearing Commission, the Settlement Agreement goes into effect fifteen (15) days after the document is signed by the Board's Executive Director.

RESPONDENT

JOHN C. DEARDEUFF


John C. Deardeuff

Date: 5/11/17

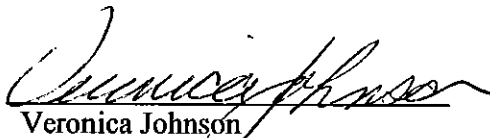
PETITIONER

MISSOURI BOARD OF
PHARMACY

By: 
Kimberly Grinston
Executive Director


Date: 6-15-17

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